

Project No:

Project Name: Program Management Services, Abel Street & Midtown
Improvements

DRAFT

AMENDMENT TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this 18th day of May 2004, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Swinerton Management & Consulting, Inc. (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide one staff extension and additional professional project coordination, management, and master scheduling services for projects proposed for the improvement of the Midtown, North Main Street, and Abel Street including the library and parking structure.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on **May 31, 2005**.

2. Section 1, entitled "Services" is amended by adding Exhibits "**A-1**", which are attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation" is amended to add Exhibit "**B-1**", which are attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibits "**A-1**" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibits "**B-1**" shall be \$_____.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **February 17, 2004**, between **Swinerton Management & Consulting, Inc.** and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

City Engineer as to content

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk

EXHIBIT A-1

(SCOPE OF CONSULTANT'S DUTIES AND SERVICES)

1. **Program Management Services for the Midtown Improvements Special Projects.** The weekly Midtown Improvements Coordination (MIC) meeting with City department heads will review and coordinate all related work in progress for the areas affected by the Midtown Specific Plan. Focus will also include all prospective projects that are under consideration or study by City department to promote efficient and timely information exchange and coordination. Discussion at the MIC will allow all departments to communicate respective necessary steps for processing and approving projects or transactions. Discussions will at all times be treated as privileged and confidential and all work products will be labeled as "Draft-Confidential Work Product." City staff will determine the appropriate distribution list of the MIC minutes. Swinerton will prepare and distribute action minutes that track the discussion history of each topic, identifies the responsible party(ies), establishes goals or desired action and due date for these actions or work products. Swinerton staff will provide management services to supplement City staff to pursue responses that further the adherence to program budgets and schedules.

Special Projects Group are inter-related to the Midtown Improvements including Library project and Abel Street Improvement project (that is currently in our original scope of services.) Highest priorities will be placed on the North Main Street projects near the Library site and the Abel Street Improvements near the Elmwood section. Projects include public projects and private projects:

- a. #4221 Abel Street Improvements
- b. #4202 Calaveras Blvd Railroad Overcrossing Landscaping
- c. #8152 Main Street Precise Plan
- d. #4201 Streetscape Master Plan
- e. #8134 New Senior Center
- f. #6079 Main Sewage Pump Station Site Improvements
- g. #8154 Library Right-of-Way
- h. #8153 Library Utility and Mapping (coordination with IS)
- i. Midtown Garage
- j. Senior Housing
- k. Other Potential Development
- l. Carlo Street Improvements
- m. Serra Street Gateway & Streetscape features
- n. KB Home's Housing Developments
- o. County's Auto Dealers
- p. Able / Donovan Property
- q. Tasman / 880 Improvements
- r. Curtis Street Improvements
- s. Apton Plaza
- t. City Park & Hetch Hetchy Linear Park

Typical scope of services for our program management team includes:

- Establish overall program budget & schedule to provide an integrated budget/ cost and schedule management system to track specific CIP program objectives,
- Maintain schedule and cost management system (see item 2 below) with regular updates,
- Implement and maintain City's record and document control management system,
- Establish an overall program financial management system for accounting, cost estimating and budgeting, invoicing, cash flow projections and analysis and financial reporting. Coordinate this financial management system with City's Finance functions.
- Coordinate with an integrated, web-based interactive program management software (see item 4 below),
- Prepare Request for Proposals or Request for Qualifications process for environmental, geotechnical, design services and other consultants; assist in selection process, prepare standard City contracts for these services and prepare standard ARS forms for Council Agenda,
- Advise City on procurement, phasing of projects and contracting strategies,
- Provide design management,
- Coordinate plan check / constructability review, as well as peer reviews when deemed necessary,
- Manage construction document production,
- Provide bid document review,
- Manage communications with outside consultants as well as internal City communications,
- Prepare presentation and related documents required for Council action,
- Provide construction management and administration services, and
- Manage project close-out.

2. Master Project Schedule and Resource Loading.

In conjunction with MIC Program Management, Swinerton will create a Master Project Schedule with Primavera SureTrak and P3, critical path method software, provide schedule maintenance and periodic updating services through duration of these projects. Two versions of the schedule will be simultaneously maintained: one for internal City staff use only (with higher level of detail) and another for general public distribution with less distracting details. Intent is to set-up a baseline Master Project & Resource Loading schedule to incorporate future schedules from other consultants (and contractors) as well as to provide for future compatibility with Primavera Claim Digger software. Resource loading will be incorporated into Primavera P3 as well as cash flow projections. City consultant has forwarded his work on resource loading which we will use to build our model. Portion of this modeling work will be done in Excel to allow for inputting cash flow data to allow City staff to manipulate the data and run "what-if scenarios.". We will also provide summary schedule report for City's consultant to use in production of City's monthly CIP Report (Microsoft Project).

3. Review and Develop New City Standards.

Assist City staff in reviewing and editing of new and updated RFPs, standard procedures, standard details, consultant and construction contracts, "front-end"

specification documents for the future Library and Senior Center projects. Review and provide comments of these documents for City staff's use.

As you have requested, we will consult with Builders' project manager to capture their project experiences with contract documentation on another County of Santa Clara Library in Cupertino (currently under construction) which is similar in size to your planned library.

4. Establish web-based project management software; implementation & training.

Lisette Morales has already demonstrated Constructware to City staff. We have scheduled a follow-up staff presentation by Constructware for May 7th. We propose to establish Constructware as project management software for the CIP projects. Our proposal includes costs to create a dedicated City of Milpitas site, initial training and licensing (approx. \$65/mo/license) for 20 (this number can be amended at a later date.) Access is therefore limited to the number of licenses at any one time but there is no limitation as to number of personnel who can access and use Constructware. There is also no limitation to number of projects that can be tracked on Constructware. Data resides on their secured off-site server. Access is by internet browser therefore there is no need to add software to City computers. Lisette is also our trainer for Constructware and we have budgeted 2 training sessions approximately 3 hours each.

5. Add full-time Project Assistant and increase current staff to full time.

Add one Project Assistant to assist and support City and Swinerton with all tasks assigned to Special Projects team.

- a. Project Assistant (as a Swinerton employee or temp-to-hire arrangement) will provide clerical and administrative support, data entry into Constructware, in-house document control, including scanning of documents into City's document control system, and budget up-dating, invoice tracking and cost accounting support for City's project management staff;
- b. Tom Yousch will immediately transition into a full-time position dedicated to City of Milpitas through the end of May 2005;
- c. Lisette Morales hours has been increased to full-time between January and May 2005; and
- d. Increased Dennis Wong's time (one additional day per week) for this expanded scope.

At this time I do not anticipate the need for Project Engineer with the scope identified thus far especially since City will be adding 3 Engineers from current staff to Special Projects team. We expect to integrate the additional staff to support the team. If our workload is increased or new scope is added (and there is a demonstrated need for another staff extension,) I will bring this to City's attention. Our Master Project & Resource Loading Schedule effort will also determine over-all project resource loading and should be a good management tool for projecting project resource needs. We assumed the Project Assistant will also be located on the fourth floor of the City Hall with a telephone, computer, email account and office cubicle provided.

EXHIBIT B-1

(Payment by CITY: Time and Manner of Payment)

Amendment #1-- Period from: April 2004 to May 2005.

1. Consultant shall bill on time and material basis using billing rates established in original Agreement. Staffing costs for Amendment #1 not-to-exceed \$4
2. Master Project and Resource Schedule and up-dating services not-to-exceed \$1
3. Constructware Project Management Software set-up, training and twenty (20) licenses, not-to-exceed \$
4. Allowances for miscellaneous consultation and reimbursable expenses, not-to-exceed \$.

Total Amendment #1, not-to-exceed \$1

End of Exhibit B-1.